

Non-Disclosure Agreement

Item	Content
Document No.	NDA-EN-20260714
Version	v1.0
Language	English
Date	2026-07-14
Business	Custom Hardware Processing Services

Article 1 Parties

This Non-Disclosure Agreement (the "Agreement") is entered into on _____ (date) by and between:

Party A:

Name: Zonclair

Registration No.: _____

Address: _____

Legal Representative / Authorized Signatory: _____

Title: _____

Tel: _____

Email: _____

Party B:

Name: _____

Registration No.: _____

Address: _____

Legal Representative / Authorized Signatory: _____

Title: _____

Tel: _____

Email: _____

Each a "Party" and collectively the "Parties." For purposes of this Agreement, the Party disclosing Confidential Information is the "Disclosing Party" and the Party receiving such information is the "Receiving Party." Each Party may act as both Disclosing Party and Receiving Party during the term of this Agreement.

Article 2 Recitals

WHEREAS:

1. The Parties intend to cooperate in connection with **custom hardware processing services** (the "Business"). Party A (the Processor) accepts custom processing orders via its foreign-trade website platform and/or offline channels; Party B (the Client) submits drawings, specifications, and order-related information to obtain quotations and commission processing.
2. In the course of inquiry, quotation, ordering, production, delivery, and after-sales support, either Party may disclose Confidential Information to the other (in particular Client drawings, specifications, and end-product information, as well as the Processor's quotation and process-related information).
3. The Parties acknowledge that protection of Confidential Information is a prerequisite for such cooperation and hereby agree as follows.

Article 3 Definition of Confidential Information

3.1 General Definition

"Confidential Information" means any information disclosed or provided by the Disclosing Party to the Receiving Party in written, oral, visual, electronic, or other form, whether marked "Confidential," "Proprietary," or similar, and/or that should reasonably be understood as commercially valuable and not for public disclosure given its nature, context of disclosure, and industry practice.

Confidential Information may exist in reports, memoranda, contract drafts, drawings, samples, data, quotations, presentations, emails, or other media, including materials provided via the website order system, email, or offline delivery.

3.2 Confidential Information under the Business includes but is not limited to:

(1) Client Order and Product Information

- Custom drawings, 2D/3D models, technical specifications, BOMs, and revision notes
- Product use, end-customer brand, application scenarios, and Client-specified packaging/marketing requirements

- Order quantities, delivery dates, destinations, order history, and inquiry records

(2) Process and Quality Information

- Hardware processing parameters including stamping, sheet metal, bending, CNC machining, welding, tapping, surface treatment, etc.
- Material specifications, grades, quality standards, inspection criteria, and certifications
- Samples, trial records, inspection reports, and non-conformance handling records
- Production scheduling, capacity-related information, and lead-time methods (to the extent disclosed)

(3) Commercial and Pricing Information

- Quotations, unit prices, discounts, payment terms, and invoicing arrangements
- Cost structures and margin-related information (if disclosed)
- Sensitive commercial terms in negotiation minutes and correspondence

(4) Other Information

- The existence, terms, and cooperation intent under this Agreement (unless the Disclosing Party permits disclosure in writing)
- Correspondence, meeting minutes, and sample evaluation materials during cooperation
- Other materials expressly designated as confidential in writing by the Disclosing Party

3.3 Methods of Disclosure

Disclosure includes but is not limited to: upload via the website inquiry/order system, in-person delivery, mail, email, instant messaging, cloud sharing, site visits, and oral disclosures (oral disclosures confirmed in writing by the Disclosing Party within seven (7) business days shall also constitute Confidential Information).

Article 4 Exceptions

The following shall not constitute Confidential Information, and the Receiving Party shall have no confidentiality obligation thereunder, provided the Receiving Party bears the burden of proof:

1. **Public Information:** Information publicly known at the time of disclosure, or that becomes publicly known through no breach of this Agreement by the Receiving Party or its affiliates or representatives;
2. **Prior Possession:** Information lawfully possessed by the Receiving Party prior to disclosure, with written records proving no breach of prior confidentiality obligations;

3. **Third-Party Source:** Information lawfully obtained from a third party without confidentiality obligations, with reasonable evidence that the third party was entitled to disclose;

4. **Independent Development:** Information independently developed without use, reference, or reliance on the Disclosing Party's Confidential Information, with development records as proof;

5. **Legal Compulsion:** Information required to be disclosed under PRC laws, court judgments, arbitral awards, or mandatory requirements of competent authorities. The Receiving Party shall, to the extent permitted by law, notify the Disclosing Party in writing at least three (3) business days before disclosure to enable protective orders or other remedies; if prior notice is not possible, notice shall be given promptly after disclosure.

The above exceptions shall not affect derivative information combining or analyzing multiple items that, as a whole, constitutes Confidential Information.

Article 5 Confidentiality Obligations

The Receiving Party agrees and undertakes:

5.1 Use Restriction

The "Permitted Purpose" means evaluating, inquiring, negotiating, or performing cooperation related to the Business. The Receiving Party shall use Confidential Information solely for the Permitted Purpose and not for any other commercial or non-commercial purpose.

Where the Receiving Party is the Processor and the Disclosing Party is the Client, the Processor's **permitted use** of Client drawings, specifications, models, and order-related materials is limited to:

1. **Inquiry and evaluation:** assessing process feasibility, preparing quotations, and communicating technical matters with the Client;
2. **Order performance:** preparing production and inspection processes, programming, prototyping, trial runs, mass production, QC, packaging, and shipment;
3. **Performance support:** necessary access for order updates, after-sales handling, and disputes/claims;
4. **Internal management:** sharing within the Processor's organization and with subcontractors (bound by equivalent confidentiality) only as necessary to perform that Client's order;
5. **Legal retention:** records required by accounting, tax, customs, or quality-traceability laws, limited to the minimum legally required, and still subject to this Agreement.

The Processor **shall not** use Client materials to: manufacture the same or substantially similar products for other customers; use them in marketing, case studies, exhibitions, or publicity; disclose them to unrelated third parties; or use them for any purpose outside the scope above.

5.2 Disclosure Restriction

Not to disclose Confidential Information to any third party without the Disclosing Party's prior written consent. Disclosure is permitted only to persons with a need to know for the Permitted Purpose, who must be bound by obligations no less stringent than this Agreement:

- Directors, senior management, and full-time employees of the Receiving Party;
- Lawyers, accountants, advisors, and other professional service providers engaged for the Permitted Purpose;
- Affiliates or subcontractors approved in writing by the Disclosing Party.

The Receiving Party shall be liable for breaches by such persons.

5.3 Standard of Care

To protect the Disclosing Party's Confidential Information with at least the same degree of care used for its own confidential information, and to implement reasonable technical and administrative measures against unauthorized access, use, or disclosure.

5.4 Copying and Retention

Not to copy, extract, photograph, record, download, or retain Confidential Information without written consent, except to the minimum extent reasonably necessary for the Permitted Purpose.

5.5 Return and Destruction

Only upon written request by the Disclosing Party shall the Receiving Party return or destroy Confidential Information. Within fifteen (15) business days of receiving such request, the Receiving Party shall:

- Return carriers of Confidential Information provided by the Disclosing Party (originals, copies, and electronic files); or
- Destroy Confidential Information as directed and provide written certification of destruction signed by an authorized representative.

Absent a written request from the Disclosing Party, the Receiving Party **has no obligation to proactively return or destroy** materials, but must continue to comply with confidentiality obligations under this Agreement.

Retention required by law or regulators shall continue to be subject to confidentiality, limited to the minimum legally required. Materials retained by the Processor to perform effective orders or for legal retention are also covered by this clause.

5.6 Security Incident Notice

If the Receiving Party knows or suspects unauthorized disclosure, access, or loss of Confidential Information, it shall notify the Disclosing Party in writing within twenty-four (24) hours and cooperate in reasonable remedial measures.

Article 6 Confidentiality Period

1. Confidentiality obligations shall remain in effect from the date the Receiving Party first receives the Confidential Information until **2 years after termination of cooperation**.
2. For Confidential Information constituting trade secrets under PRC law, obligations continue until such information ceases to qualify as a trade secret.
3. Upon termination or expiration of this Agreement, Articles 5, 6.2, and 7 through 10 shall survive.
4. The Parties may extend or shorten the period for specific obligations in writing, subject to mandatory legal requirements.

Article 7 Intellectual Property

1. All intellectual property rights in or embodied in Confidential Information (including copyrights, patents, trademarks, trade secrets, and know-how) remain with the Disclosing Party or original rights holder. Nothing herein constitutes any transfer, license, or waiver unless otherwise agreed in writing.
2. **Client Drawings and Custom Materials:** Intellectual property in drawings, specifications, 3D models, brand marks, and related design materials submitted by the Client remains with the Client or original rights holder.

The Processor's use of such materials is limited to the scope set out in Article 5.1, including inquiry/quotation, order production, QC and delivery, after-sales, and legal retention. Without the Client's written consent, the Processor shall not use them for other customers' orders, marketing or publicity, or provision to unrelated third parties.

Upon the Client's written request for return or destruction, Article 5.5 applies.

3. **Process Know-how and Quotation Materials:** The Processor's process methods, general process parameters, quotation models, and technical know-how not specific to a particular

Client remain with the Processor. The Client shall not use the Processor's Confidential Information learned in the Business to compete with the Processor, whether directly or through third parties.

4. **Order-Specific Data:** Ownership of order-specific process data, inspection records, and revision records shall be determined by the Parties' business contract (e.g., processing service agreement) or industry practice; absent agreement, neither Party's rights in Client drawings nor the Processor's general process know-how shall be impaired.

5. The Receiving Party shall not reverse engineer, copy for competitive purposes, or unlawfully extract proprietary technical content from the Disclosing Party's Confidential Information (except as expressly permitted by law).

Article 8 Liability for Breach

1. Any breach of confidentiality obligations constitutes a breach of this Agreement. The breaching Party shall compensate the non-breaching Party for all losses, including:

- Direct economic losses;
- Reasonable attorneys' fees, notarization fees, investigation costs, and other enforcement expenses;
- Reasonably foreseeable indirect losses such as loss of business opportunities or customers.

2. The non-breaching Party may require immediate cessation of the breach and remedial measures (including recovery of disclosed materials, enhanced access controls, and notification of affected third parties).

3. If the breach is material, or the breaching Party fails to implement effective remedies within five (5) business days of written notice, the non-breaching Party may:

- Immediately terminate cooperation negotiations or order-related cooperation regarding the Business;
- Pursue legal remedies.

4. The Parties acknowledge that breach may cause irreparable harm, and the Disclosing Party may seek injunctive relief, preservation of evidence, or other interim remedies under law.

5. This Article does not limit other remedies under the Civil Code of the PRC, the Anti-Unfair Competition Law, or other applicable laws.

Article 9 Dispute Resolution

1. This Agreement shall be governed by the laws of the **People's Republic of China** (excluding the laws of Hong Kong SAR, Macao SAR, and Taiwan for purposes of this Agreement).
2. Any dispute arising from or relating to this Agreement shall first be resolved through friendly negotiation within thirty (30) days of written notice of negotiation from either Party.
3. Failing resolution, either Party may submit the dispute to the **China International Economic and Trade Arbitration Commission (CIETAC)** for arbitration in accordance with its rules in effect at the time of application. The seat of arbitration shall be **Beijing**, the language shall be **Chinese**, and the award shall be final and binding.
4. During dispute resolution, except for the disputed matters, the Parties shall continue to perform other provisions of this Agreement, including confidentiality obligations.

Article 10 Miscellaneous

1. **Entire Agreement:** This Agreement and its annexes constitute the entire agreement regarding confidentiality and supersede all prior oral or written understandings, letters of intent, or confidentiality commitments on the same subject.
2. **Amendment and Waiver:** Amendments, supplements, or waivers require written execution by authorized representatives of both Parties. Failure or delay in exercising any right does not constitute a waiver.
3. **Severability:** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed; remaining provisions remain in effect.
4. **Notice:** Notices shall be in writing (including email) to addresses and emails in Article 1. Changes of contact information require five (5) business days' prior written notice. Email is deemed delivered upon successful transmission; courier delivery upon receipt or the third day after refusal.
5. **Assignment:** Neither Party may assign rights or obligations without prior written consent of the other, except assignment to affiliates with written notice.
6. **Counterparts:** Executed in **two** counterparts, each Party holding **one**, each of equal legal effect.
7. **Language:** This Agreement is executed in English. If a Chinese version is also executed, the Chinese version shall prevail in case of inconsistency (unless otherwise agreed in writing).

Article 11 Execution



Confidential

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A (Seal):

Name: Zonclair

Authorized Signatory: _____

Title: _____

Date: _____

Party B (Seal):

Name: _____

Authorized Signatory: _____

Title: _____

Date: _____